

**ATTORNEY FOR PLAINTIFF**

Name: \_\_\_\_\_

Address: \_\_\_\_\_ Phone: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Original – Court  
1<sup>st</sup> Copy – Plaintiff  
2<sup>nd</sup> Copy – DefendantIN THE JUSTICE COURT, CIVIL DIVISION  
YELLOWSTONE COUNTY, MONTANA  
BEFORE JUDGE**PLAINTIFF(S) NAME(S)**

1(a). \_\_\_\_\_

Address City, State, Zip Phone No

CASE NO.

1(b). \_\_\_\_\_

Address City, State, Zip Phone No

CV- \_\_\_\_\_

VS

**DEFENDANT(S) NAME(S).**

2(a). \_\_\_\_\_

Address City, State, Zip Phone No

COMPLAINT

FOR

POSSESSION

2 (b). \_\_\_\_\_

Address City, State, Zip Phone No

Plaintiff(s) complains of the defendant(s) as follows:

1. That on or about \_\_\_\_\_, 20\_\_\_\_ the plaintiff(s) agreed to a rental agreement with the defendant(s) for the premises [house] [apartment] [mobile home space] described as follows:

_____	_____	_____	_____
Street Address	Apt./Space #.	City	State

☐ The tenant rents the space for a mobile home and not the mobile home.

2. The rental on said premises was to be paid as follows:
  - a) The sum of \$\_\_\_\_\_ per month;
  - b) Payable in advance before the \_\_\_\_\_ day of each month; and
  - c) Payable at the plaintiff(s) address without demand or notice
3. The defendant(s) paid the plaintiff(s) a security deposit of \$\_\_\_\_\_ to secure payment of the rent, damages and cleaning.
4. The said premises are situated within the territorial jurisdiction of the above-entitled court.
5. That said defendant(s) entered into possession of said premises on \_\_\_\_\_, 20\_\_\_\_ and still occupies the same.
6. That the rental agreement/lease was terminated upon notice as follows (Check one):

☐ Termination for nonpayment of rent upon a 3 day written notice to pay the rent due on the premises.

☐ Termination for nonpayment of rent upon a 7 day written notice to pay the rent due on a mobile home space.

☐ Termination of a month to month rental/lease upon a 30 days written notice to the defendant.

☐ Termination for failure of defendant to adequately remedy a noncompliance of the rental agreement upon a 14 day written notice to remedy. The noncompliance is described in item 7 of this complaint.

☐ Termination for a noncompliance involving an unauthorized pet upon a 3 day written notice to remedy. The noncompliance is described in item 7 of this complaint.

☐ Termination for a noncompliance involving an unauthorized person upon a 3 day written notice to remedy. The noncompliance is described in item 7 of this complaint.

☐ Termination for a noncompliance involving destruction of the premises upon a 3 day written notice to remedy. The noncompliance is described in item 7 of this complaint.

7. That defendant(s) noncompliance set forth in the notice is described as follows:

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8. There is now due and owing rent in the sum of \$\_\_\_\_\_ and accruing rent.

9. That defendant(s) has/have not made other payments as agreed, or caused other damage, described as follows:

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10. The notice served upon the defendant(s), a copy of which is attached to the complaint as Exhibit "A", required said defendant(s) to surrender and deliver the premises to the plaintiff(s) or remedy the noncompliance within the notice period.

11. That the time to surrender and deliver the premises, or remedy the noncompliance, has expired.

12. That the defendant(s) holds over and continues in possession of said premises without the permission of the plaintiff(s) after failure to surrender and deliver the premises, or remedy the noncompliance; and by reason whereof plaintiff(s) has/have sustained damages.

13. That the holdover by the defendant(s) without permission of the plaintiff(s) is

purposeful and not in good faith, and under §70-24-429, MCA, the plaintiff(s) is/are entitled to 3 month's periodic rent or treble damages, which ever is greater.

WHEREFORE, plaintiff(s) pray judgment against defendant(s) as follows:

1. That plaintiff(s) be given restitution and possession of said premises;
2. That plaintiff(s) recover 3 month's periodic rent or treble damages, which ever is greater;
3. That the rental agreement under which said defendant holds said premises be terminated; and
4. For such other and further relief as to the court may seem just and proper.

Dated: \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Signature of plaintiff or attorney

\_\_\_\_\_  
Signature of plaintiff or attorney